state had power to regulate such rates on the basis of a lower charge than for ordinary passenger service. White, C. J., McKenna and Reynolds, J. J. *dissenting* (without opinion). *Pennsylvania R. R. Co. v. Towers* (1917) 38 Sup. Ct. 1.

The limitation to cases where the railroad had itself voluntarily established commutation rates resulted from the state court's construction of the powers of the State Commission as limited to such cases. The reasoning of the opinion would seem equally applicable to cases where no such rates had previously been established and also to interstate commutation rates. The authority to establish a lower rate for special forms of passenger service than is enforced as a reasonable rate for general service had been recognized by the Supreme Court in earlier decisions. *Interstate Cons. St. Ry. Co. v. Massachusetts* (1907) 207 U. S. 79, 28 Sup. Ct. 26 (reduced rates for school children's tickets); *Minnesota Rate Cases* (1913) 230 U. S. 352, 33 Sup. Ct. 729 (half fare tickets for children under 12). This principle had also been expressly applied to commutation tickets both by the Interstate Commerce Commission and by state courts. *Commutation Rate Case* (1911) 21 Int. Com. Rep. 428; *People v. Public Service Commission* (1914, N. Y.) 159 App. Div. 531, 145 N. Y. Supp. 503, affirmed 215 N. Y. 689, 109 N. E. 1089. In the regulation of freight rates, and of the rates of such public utilities as telephone companies and electric light and power companies, more or less elaborate classification with different unit charges for different classes of service is of course familiar practice, and in fact is recognized as a practical necessity. The doubt in regard to commutation rates arose from the decision in *Lake Shore & M. S. R. R. Co. v. Smith* (1899) 173 U. S. 684, 19 Sup. Ct. 565. In that case the court held that a state could not by statute require the issuing of mileage tickets at a less rate than the maximum rate per mile also fixed by statute for passenger travel in general. In the principal case commutation tickets are distinguished from mileage tickets, and expressions in the opinion in the *Lake Shore* case at variance with the present decision are expressly overruled. The result commends itself as in line with the general principles of public service regulation.

CONFLICT OF LAWS—DUE PROCESS—JURISDICTION OF NON-RESIDENT SERVED BY PUBLICATION.—An equitable action for separate maintenance was brought in Washington, one defendant, the husband, being a non-resident served by publication only, and the others defendants, personally served in Washington, being respectively a trustee of the absent husband and the maker of a promissory note payable to him. Against the trustee and the debtor an injunction issued restraining payments to the husband and ordering the funds to be paid into court when realized or due. The defendants contested the court's jurisdiction. *Held,* that the injunction was a sufficient proceeding against the property interests of the defendant to stamp the suit as one *in rem* and that the court had jurisdiction. Four justices *dissenting*. *Kelley v. Bausman* (1917, Wash.) 168 Pac. 181.

Three successive questions may arise for determination in such a case: (1) Whether the statutes governing suits against non-residents are intended to include not only attachments and garnishments but also suits in equity wherein an injunction is sought against a resident debtor, or other obligor, of the non-resident defendant. Under their respective statutes some courts have decided the question affirmatively. *Bragg v. Gaynor* (1893) 85 Wis. 468, 55 N. W. 919; *Benner v. Benner* (1900) 63 Oh. St. 220, 58 N. E. 569. *Contra, Waldock v. Atkins* (1916, Okla.) 158 Pac. 587. See also, *Rhoades v. Rhoades* (1907) 78 Neb. 495, 111 N. W. 122 (receiver appointed and jurisdiction sustained). (2) Whether in the absence of statutory authorization a court of equity may assume jurisdiction in such a case. No case has been found involving this precise point. (3) Whether with or without a statute such an assumption of jurisdiction is

due process of law to the absent defendant. In the principal case there was an injunction plus an order to pay into court. A garnishment proceeding is practically the same in object, method and effect, and seemingly identical in principle. A garnishment is regarded as a suit *quasi in rem* and has been held to be due process of law even as to defendants served only by publication. *Coyne v. Plume* (1917) 90 Conn. 293, 297, 97 Atl. 337, 339. It is submitted that a proceeding by injunction, as in the principal case, should likewise be held to be due process. See *Pennington v. Fourth Nat. Bk.* (1917) 243 U. S. 269, 37 Sup. Ct. 282; also (1917) 27 YALE LAW JOURNAL 252, and the following headnote.

CONFLICT OF LAWS—JUDGMENTS QUASI IN REM—FULL FAITH AND CREDIT.—Suit having been brought in Missouri on a policy of life insurance and a judgment in Connecticut having been set up by the insurance company as a defense, the Missouri court so interpreted both the Connecticut judgment and the company's Connecticut charter as to favor the plaintiff's recovery. *Held,* that not only must the judgment be given full faith and credit but the powers conferred by a Connecticut charter, as interpreted by the Connecticut court, must be likewise observed. *Hartford Life Insurance Co. v. Barber* (1917) 38 Sup. Ct. 54.

See COMMENTS, next month, and compare the discussion of a closely related problem (1917) 27 YALE LAW JOURNAL 255.

CONSTITUTIONAL LAW—POWERS OF THE STATES—TREATY-MAKING POWERS.—A local drainage board of North Dakota entered into an agreement with a Canadian municipality for the construction of a drain across the international boundary. *Held,* that the agreement was not unconstitutional as a violation of Article 1 Section 10 of the Federal Constitution prohibiting a state from entering into any agreement or compact with another state or foreign power without the consent of Congress. *McHenry County v. Brady* (1917, N. D.) 163 N. W. 540.

A case in which the United States Supreme Court discussed the power of a state to enter into agreements with a foreign country contains a *dictum* adverse to such a power. *Holmes v. Jennison* (1840, U. S.) 14 Pet. 540. Numerous cases, however, have supported the power of a state to enter into agreements with other states of the Union on matters not infringing the political prerogatives of the Federal Government. *Virginia v. Tennessee* (1892) 148 U. S. 503, 13 Sup. Ct. 728; *Wharton v. Wise* (1893) 153 U. S. 155, 14 Sup. Ct. 783; *Fisher v. Steele* (1887) 39 La. Ann. 447, 1 So. 882; *Stearnes v. Minnesota* (1900) 179 U. S. 223, 21 Sup. Ct. 73; *Union Branch Railroad v. E. Tenn.* (1853) 14 Ga. 327. In reliance largely upon *dicta* in these cases the court in the principal case concluded that the local board had the power without the consent of Congress to enter into an agreement with a foreign municipality which did not "encroach upon or interfere with the just supremacy of the United States." Whether the contract did so encroach would be a question of fact in each case. The Constitution by another clause of Section 10 of Article 1 absolutely prohibits a state under all circumstances from entering into any formal treaty with a foreign state. The power of states to enter into interstate (and, according to the instant case, apparently international) non-political agreements without the consent of Congress finds an analogy in the power of the federal executive to enter into agreements with foreign countries without the consent of the Senate. But the distinction should be noted that while states are limited with respect to subject matter to unimportant non-political administrative matters, the power of the federal executive to enter into agreements is not limited by the importance of